



**ROBINSON MCFADDEN**  
ATTORNEYS AND COUNSELORS AT LAW

ROBINSON, MCFADDEN & MOORE, P.C.

COLUMBIA, SOUTH CAROLINA

November 21, 2008

**VIA ELECTRONIC FILING**

Mr. Charles Terreni, Chief Clerk of the Commission  
Public Service Commission of South Carolina  
Synergy Business Park, Saluda Building  
101 Executive Center Drive  
Columbia, South Carolina 29210

**Frank R. Ellerbe, III**

1901 MAIN STREET, SUITE 1200

POST OFFICE BOX 944

COLUMBIA, SOUTH CAROLINA 29202

PH  
(803) 779-8900 | (803) 227-1112 *direct*

FAX  
(803) 252-0724 | (803) 744-1556 *direct*

fellerbe@robinsonlaw.com

**Re: Application of Duke Energy Carolinas, LLC  
for approval of Energy Efficiency Plan  
Docket No. 2007-358-E**

Dear Mr. Terreni:

On behalf of Duke Energy Carolinas, LLC, we enclose for filing the Power Manager proposed tariff in the above-referenced docket.

By copy of this letter we are serving a copy of the same on all parties of record. If you have any questions, please have someone on your staff contact me.

Yours truly,

ROBINSON, MCFADDEN & MOORE, P.C.

Frank R. Ellerbe, III

/tch

Enclosure

Mr. Charles Terreni, Chief Clerk of the Commission  
November 21, 2008  
Page 2

cc/enc: Catherine E. Heigel, Assistant General Counsel (via email and US Mail)  
Nanette Edwards, Chief Counsel (via email and US Mail)  
Scott Elliott, Esquire (via email and US Mail)  
Jeremy Hodges, Esquire (via email and US Mail)  
J. Blanding Holman, IV, Esquire (via email and US Mail)  
Gudrun Thompson, Esquire (via email and US Mail)  
Robert E. Tyson, Jr., Esquire (via email and US Mail)  
Alan R. Jenkins, Esquire (via email and US Mail)  
James H. Jeffries, IV Esquire (via email and US Mail)

## STATE OF SOUTH CAROLINA

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

Application of Duke Energy Carolinas, LLC  
for Approval of Energy Efficiency Plan Including an  
Energy Efficiency Rider and Portfolio of Energy  
Efficiency Programs

## COVER SHEET

DOCKET  
NUMBER: 2007-358-E

(Please type or print)

Submitted by: Frank R. Ellerbe, IIISC Bar Number: 1866

Address: Robinson, McFadden & Moore, P.C.  
P.O. Box 944  
Columbia, SC 29202

Telephone: (803) 779-8900Fax: (803) 252-0724

Other: \_\_\_\_\_

Email: fellerbe@robinsonlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

## DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: \_\_\_\_\_

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certificatio
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input checked="" type="checkbox"/> Tariff
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

RIDER PM (SC)  
POWER MANAGER LOAD CONTROL SERVICE

AVAILABILITY (South Carolina only)

Available to individually-metered residential customers receiving concurrent service from the Company on Schedule RS, RE, RB, or ES, who are not served under Rider SCG.

This Rider is available on a voluntary basis, at the Company's option, in areas where the Company operates load control devices. This Rider is available for control of electric central air conditioning (cooling) systems where the following requirements are met:

1. The Customer must agree to control of all central air conditioning installed in the residence.
2. The Company shall have the right to require that the owner of the controlled equipment give satisfactory written approval for the Company's installation and operation of load control devices on that equipment before entering an agreement with the Customer and making such installation.
3. Neither the Customer nor his agent shall disconnect or otherwise interfere with the Company's equipment required to control the Customer's air conditioning system.
4. The Customer shall immediately notify the Company of the removal or damage to the Customer's equipment or the remote control unit.

INTERRUPTION PERIODS

The Company shall have the right to interrupt service to the Customer's central air conditioning (cooling) systems at any time the Company has capacity problems, including generation, transmission or distribution capacity problems or reactive power problems.

In addition, the Company shall have the right to intermittently interrupt (cycle) service to the Customer's central electric air conditioning (cooling) systems. The Company will restrict its operation of the load control devices so that during the eighteen (18) hour period from 6:00 a.m. to 12 midnight, the total duration of cycling interruption shall not exceed ten (10) hours.

The Company, at its sole discretion, may limit requests for curtailment to geographic regions for valid reasons.

The Company reserves the right to test the function of these load control provisions at any time.

CREDITS FOR LOAD CONTROL

Payments will be made to the Customer as a billing credit as follows:

<u>Billing Month</u>	<u>Credit</u>
July – October	\$ 8.00 per month

The total credits on any monthly bill shall not exceed 35% of the current monthly bill calculated on the appropriate rate schedule exclusive of such credits. In addition, the monthly bill shall not be less than the Basic Facilities Charge for the applicable schedule.

INSTALLATION FEE

Service under this Rider requires a circuit wired through a Company meter enclosure, exclusive of any other load, and suitable for the installation of a load control device. The Customer shall pay a fee as follows:

Prewired for load control service	No charge
Additional wiring for air conditioning service	\$35.00

The Company will not be required to install additional wiring for the charge listed above if the Company determines the wiring cannot be done in a manner which is economically feasible.

CONTRACT PERIOD

The Company offers a contract for customers allowing load control for an initial term of one year and thereafter until terminated by either party on thirty days' written notice. The Company reserves the right to terminate the Customer's contract under this Rider at any time upon notice to the Customer for violation of any of the terms or conditions of the applicable schedule or this Rider. If within the first year, the Customer wishes to discontinue load control service the Customer will pay a \$25.00 service charge.

South Carolina Original (Proposed) Leaf No. 71  
Effective  
PSCSC Docket No. 2007-358-E  
Order No.